BK 1476PG 0347

#### DEED OF TRUST AND SECURITY AGREEMENT

Loan No.: 828503

Name: John Henry Miller, Jr.

Assn.: FEDERAL LAND BANK ASSOCIATION OF NORTH MISSISSIPPI, FLCA

Branch: SENATOBIA

Borrower's Initials Offmall

STATE OF MISSISSIPPI

COUNTY OF DESOTO

WHEREAS.

John Henry Miller, Jr., a married person and Springbranch Farms Partnership, a partnership composed of John Henry Miller, Jr. and Robert Miller.

hereinafter "Borrower," whether one or more, is/are indebted to the FEDERAL LAND BANK ASSOCIATION OF NORTH MISSISSIPPI, FLCA, a corporation and federal instrumentality, hereinafter "Beneficiary," in the principal sum of

ONE HUNDRED TWENTY FIVE THOUSAND

Dollars together with interest thereon, as evidenced by a promissory note, payable to the order of the FEDERAL LAND BANK ASSOCIATION OF NORTH MISSISSIPPI, FLCA which bears interest and is payable according to the terms of said note and which has a final maturity date of February 01, 2023

NOW, THEREFORE, in consideration of the premises and in order to secure the prompt and full payment of said indebtedness, and any future advance(s), additional advance(s), and/or readvance(s), and/or any renewal(s), extension(s), restructuring(s), readvance(s), and/or any other loan treatment(s) thereof, or any part thereof, and the interest thereon and any and all other indebtedness(es) (including future advance(s) now or hereafter owed by any of the undersigned to the Beneficiary), whether such indebtedness(es) is/are primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure the faithful performance of and compliance with all the terms, agreements, provisions, obligations, covenants, conditions, warrants, representations, and stipulations herein made, or made in any Loan Agreement or in any other document related to the promissory note described herein,

John Henry Miller, Jr., a married person

hereinafter "Grantor," whether one or more, in consideration of the premises and other good and valuable consideration paid to Grantor by GARY GAINES as Trustee, whose address is P.O. BOX 667, SENATOBIA, MISSISSIPPI, 38668-0667, hereinafter "Trustee," does hereby convey and warrant unto Trustee the following described real estate situated in

DESOTO, County(ies), Mississippi;

to wit:

241.82 acres located in Sections 7,8,13 & 18, Township 4 South, Range 7 & 8 West of Marshall County, Mississippi and more particularly described in the attached EXHIBIT A.

together with all buildings and other improvements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining now existing or hereafter erected upon the premises and all the income and rents arising therefrom. Grantor does hereby intend to convey and does convey all of Grantor's right, title, and interest in and to any strips and gones Grantor may now own contiguous to the above described property.

It is expressly understood and agreed, as a part of the consideration for the loan made to the Borrower and secured by the premises hereinabove described, this instrument covers and includes all surface, subsurface and/or mineral estate ownership now or after acquired by the undersigned in the above property and whether or not expressly excepted from the description to the above security premises, any provisions herein to the contrary being of no force and effect.

AND FOR THE CONSIDERATION AFORESAID, and as further security for any and all debt(s) and obligation(s) described above, said Grantor does hereby assign, pledge and transfer to the Beneficiary, and grant to the Beneficiary, a security interest in and to the following described property and interests, to wit: (1) all timber of all kind, character and description planted and/or growing, or to be planted and/or grown, on the hereinabove described property; (2) all crop allotments, quotas, or (3) all rents, profits, issues, income, royalties, bonuses, and revenues of said property, or any part or interest herein, from time to time accruing, whether under leases or tenancies now existing or hereafter created; (4) each and every policy of hazard insurance, or the like, now or hereafter in effect which insures said property or any building, fixture and/or improvement thereon, or any part thereof, together with all the right, title and interest of Grantor in and to such policy, including but not limited to any premiums paid (or rights to return premiums) and/or all proceeds or payments thereunder; (5) all judgments, award of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the real property, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property, or any part thereof, or to any rights appurtenant thereto; (6) all building materials, equipment, fixtures and fittings of all kind, character, and description used in connection with or relating to said property and/or buildings, fixtures or improvements thereon; and/or (7) all tangible or intangible property specifically described as follows, to wit:

STATE MS.-DESOTO CO.

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BK 1476 PG 347 W.E. DAVIS CH. CLK.

and products, proceeds, additions and/or replacements of any or all of the above described property.

GRANTOR FURTHER COVENANTS, WARRANTS, AND AGREES:

1. To pay when due all taxes, liens, judgments, assessments or fees assessed against said property and to promptly furnish

Beneficiary with tax receipts or like documents evidencing payment of or release from all taxes, liens, judgments, assessments or

fees. By execution hereof, Grantor agrees to pay when due all community water system assessment and meter fees, if any, applicable

## DEED OF TRUST AND SECURITY AGREEMENT

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Branch: SENATOBIA

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Borrower's Initials 5 # M dM

to said property, and in the event of foreclosure, hereby does transfer and assign to the purchaser all of Grantor's interest and membership, if any, in said community water system applicable to said property, and agrees to execute such documents as are necessary to effectuate such transfer.

- 2. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire, windstorm and/or all hazards included within "extended coverage," as well as loss or damage by flood, any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to Beneficiary as its interest may appear, and providing for immediate notification to Beneficiary of any lapse, cancellation or other impairment of said insurance. All policies shall be written by reliable insurance companies authoriazed to write policies of insurance in the State of Mississippi, policies shall be written by reliable insurance companies authoriazed to write policies of insurance in the State of Mississippi, policies to Beneficiary. At the option of Beneficiary, and subject to general regulations of the Farm Credit Administration, sums received by Beneficiary from such insurance companies may be used to pay for reconstruction or repair of destroyed or damaged buildings or improvement(s); or, if not so applied may, at the sole option of the Beneficiary, be applied in payment of any indebtedness, matured or unmatured, secured by this deed of trust.
- 3. That premises hereinbefore described shall be continuously used for agriculture in a husbandlike manner; that waste will not be committed or permitted and adequate terraces and drainage ditches be constructed and maintained; that all improvements now on said premises, or hereafter put thereon, be kept in good condition and repair, and not be removed or demolished; that merchantable timber, stone, gravel, minerals, water, caliche, geothermal energy, clay, sand, soil or improvements not be removed from said security without the written consent of the Beneficiary. If timber land is involved as security, Grantor will follow good and security without the written consent of the Beneficiary. If timber land is involved as security, Grantor will follow good and seproved forestry practices to minimize fire danger, guard against erosion or depreciation, protect young trees, and maintain forest production; it being intended and agreed, however, that no timber now or hereafter affected hereby will be cut, removed, damaged or turpentined (except such as is customarily used on the property for fuel, fencing or repairs) without the prior written consent of the Beneficiary, and then only upon compliance with such terms and conditions as shall be established by Beneficiary. Grantor will promptly notify Beneficiary of any damage to timber from any source. Grantor will, where practical, promptly notify Beneficiary of any potential damage to timber. In the event this covenant, or any part, is breached, Grantor agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Beneficiary in investigating such violation and in protecting and preserving this security.
- 4. That this deed of trust and security agreement is a valid first lien against all the land, interests and improvements offered and/or appraised as security for this loan, and that the property and interests described herein is now free and clear of any and all other liens and encumbrances, except as otherwise set forth herein. If the validity of this deed of trust or if Grantor's title to any of said land, interests or improvements is questioned in any manner or if any part of such land, interests or improvements is not properly described herein, Beneficiary may, in its discretion, investigate and take such action as it considers necessary or desirable for the protection of its interests and for this purpose may employ legal counsel or expert assistance and Grantor will promptly pay all expenses so incurred by Beneficiary.
- 5. That if Grantor defaults in any of the provisions of paragraphs 1, 2, 3, 4, or 14 hereof, then Beneficiary may pay such taxes, liens, judgments, or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs Beneficiary determines are necessary to protect Beneficiary's interests and Grantor agrees to immediately pay Beneficiary all amounts so advanced, and that all amounts so advanced shall be secured hereby.
- 6. That all representations and statements made in the application for this loan are true and correct, that the proceeds of this loan will be used solely for the purposes specified in said application, and that Grantor and Borrower will comply with all requirements and conditions imposed by Beneficiary in making this loan.
- 7. To not sell, assign, or convey any part or all of the mortgaged premises (regardless of whether the buyer or assignee "assumes" the note or takes the mortgaged premises "subject to " such note, or whether by contract for deed or sale) without first obtaining the Beneficiary's prior written consent as long as the above note or any part remains unpaid. If Grantor or one of the Grantors is a corporation, not to change the substantial ownership and/or control of said corporation, without first obtaining the Beneficiary's prior written consent as long as the above note or any part remains unpaid.
- 8. That all payments of principal and interest (or any part thereof) not made when due shall bear interest from due date to the date of payment thereof by maker or assumptor at the default rate which is equal to the current interest rate of the note at date payment is made plus an additional four percent (4%) per annum. All advances made by the holder hereof shall be secured by and under this deed of trust and shall be payable with default interest from the date each advance is made until paid by maker or assumptor at the rate which is equal to the current interest rate of the note at the date repayment is made plus an additional four percent (4%) per annum. Should repayment not be made by the maker or assumptor, the default interest rate of this note shall be fixed at the time legal proceedings of whatever character are instituted or at the time the indebtedness thereby created is matured or reinstated.
- 9. That Beneficiary may at any time, without notice, release any of the property described herein, grant extensions or deferments of time of payment of the indebtedness secured hereby, or any part thereof, grant subordinations of lien(s), or release from liability any parties who are or may become liable for the payment of said indebtedness, without affecting the priority of this tien or the personal liability of the Grantor or Borrower or any other party liable or who may become liable for the indebtedness secured by this instrument. If all or any part of the property hereinabove described becomes vested in any party other than Grantor, Mortgagee may, without notice to Grantor, deal with such successor in interest with reference to this instrument and the Grantor, Mortgagee may, without notice to Grantor, deal with such successor in interest with reference to this instrument and the Grantor, and obligation(s) hereby secured in the same manner as with the Grantor, without in any way releasing, vitiating or discharging the Grantor's or Borrower's liability hereunder or for the debt(s) and obligation(s) hereby secured, and extension(s) of time for payment or other loan treatment(s) described herein given or permitted by Mortgagee shall not operate to release, vitiate, or discharge the liability of the Grantor or Borrower herein, either in whole or in part.
- 10. This instrument and the note secured hereby are subject to the Farm Credit Act of 1971 and regulations promulgated pursuant therto, and all Acts amendatory thereof or supplementary thereto, and the laws of the State of Mississippi, not inconsistent therewith.
- 11. That the failure of Beneficiary to exercise any option or make any decision or election under any term or covenant, herein expressed, shall not be deemed a waiver of the right to exercise such option or to make such decision or election at any time.
- 12. That each covenant and agreement herein contained shall inure to the benefit of and bind the successors and assigns of Beneficiary and Grantor.
- 13. That the following are authorized to select and substitute another Trustee in the place of the above named Trustee or any successor at any time any of them may so desire: (1) the Beneficiary herein acting through its President, Executive Vice President, Senior Vice President, Vice President, Treasurer, or Secretary, (2) any future holder of the indebtedness secured hereby. It shall not be necessary to obtain the consent or resignation of the original Trustee or any successor Trustee before appointing another trustee in his place and any such appointee, who may be an agent, employee or officer of Beneficiary, shall have full and sole power as Trustee herein.
- 14. That in the event they are required to purchase or do purchase life insurance (group, credit or other) or private mortgage insurance in connection with this loan but subsequently fail to pay the premium to keep same in force, the Beneficiary, at its option, may pay such premium on Grantor's or Borrower's behalf, charge such payment to the loan, and such advance of premiums shall be secured by this mortgage and bear interest the same as other advances provided for in this deed of trust. Any policy evidencing such insurance to be deposited with and any loss thereunder to be payable to Beneficiary as its interest may appear.
- 15. To furnish to the Beneficiary upon request a financial statement and income statement attested to by Grantor or Borrower or verified by a public accountant.

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## DEED OF TRUST AND SECURITY AGREEMENT

Loan No. :	828503	Page	3
Name: Assn.:	John Henry Miller, Jr. FEDERAL LAND BANK ASSOCIATION OF NORTH MISSISSIPPI, FLCA SENATOBIA		
Borrower's In	nitials JHM du		
a	ties to this deed of trust or to the note hereby secured covenant and agree that upon the death of any f such note, the owner and holder of said note may, at holder's option, mature or accelerate the entic , whereupon all amounts owing by virtue thereof shall be immediately due and payable.	signat e balar	tory, maker, nce owing
indobtodness	tor or Borrower shall pay said indebtedness and any future advances, additional advances, readvances of in addition to the original indebtedness set forth herein, and secured hereby, and keep and perform a disgreements of this deed of trust, it shall become null and void.	rany.o	other . the
abide by or p of voluntary remains unpai Beneficiary m of the Benefi Mississippi parcels rathe notice of the	r Borrower fails to pay when due any sums secured hereby or should Grantor or Borrower (or any one of perform any of the agreements contained herein, become insolvent, commit an Act of Bankruptcy, or auth petition in bankruptcy, or allow the above described property to be taken over by a Receiver as long id, or be adjudicated a bankrupt, or made defendant in a bankruptcy or receivership proceeding, then, may, at its option, declare all indebtedness secured hereby immediately due and payable; and the Trust iciary, shall sell said property (either as a whole or in parcels, at his election, the provisions of Code of 1972, and Section 111, Mississippi Constitution of 1890 with respect to offering and selling rer than as a whole, being hereby expressly waived) in an attempt to satisfy the indebtedness hereby see time, place, and terms of sale by publication in some newspaper published in the county in which said if no newspaper is then published in said county in a newspaper having general circulation therein, freceding the date of sale, and by posting one notice at the courthouse of said county for said time.	as the in any ee, at Section eal est cured a	above note such event, the request n 89-1-55, tate in after giving
counties, a f part thereof and judicial	real estate herein described is situated in more than one county, or in more than one judicial distriction foreclosure sale of all of said real estate may be made in any one of the counties or judicial distriction is situated, after giving notice of the time, place, and terms of sale in the manner above described district in which any part of said land lies.	in eacl	h county
including a r being mailed (3) any balar no obligation	of foreclosure the proceeds of sale shall be applied (1) toward payment of the expense of executing treasonable Trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately or otherwise directed to the Trustee to foreclose), (2) toward liquidation of the indebtedness secure nce shall be paid to the Grantor or persons entitled thereto. The purchaser at any such sale or sales in to see to the proper application of the purchase money.	d here! shall	by, and be under
purchaser. ]	r stipulated and agreed that in case of any sale hereunder Grantor shall immediately surrender possess If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an ry and detainer.	ion to actio	the n for
its successor	sly agreed between the parties hereto, that in the event of foreclosure and sale, that the Beneficiary is and assigns, may bid at any such sale or sales and may purchase the property secured hereunder if i if Beneficiary were a stranger to this conveyance.	, here he hig	under, or h bidder
his/her/its :	of giving any notice that may be required by the terms of this deed of trust, Grantor hereby stipula mailing address is as shown below and Beneficiary may rely upon this stipulation until such time as Bo riting by Grantor of a change of address:	es and enefici	agrees tha ary has been
	John Henry Miller, Jr. 500 LaRue Drive, Hernando, MISSISSIPPI 38632-0000 (662) 429-9673		
	Springbranch Farms Partnership 500 LaRue Drive, Hernando, MISSISSIPPI 38632-0000 (666) 666-6665	<u>_,</u>	<u></u>
This deed described in	of trust also secures the payment of the unpaid balance of a note in favor of Beneficiary for $\frac{3}{2}$ a deed of trust dated $\frac{5/09/01}{2}$ , executed by	<u>.000,000</u>	00 - ,
John Henry M	filler, Jr., a married person		
recorded in	<del>-</del>		
of the holde consideratio this date on extension th trust are he	ses that a failure to pay when due an installment on said note, or the note herein described shall, at er, or its assigns, mature either or both of said notes; and as a special covenant herein, and as a pa on for the Loan this date received, the Grantor hereby assumes and agrees to pay the unpaid balance ow n such note heretofore executed, according to its tenor, effect, and reading or any rearrangement, ren hereof, and as secured by the premises, covenants, and conditions of such deed of trust, which note an ereinabove fully referred to for all legal purposes.	ing as ewal, d d deed	of or of
prepay all o any such rep modified, th All riders.	urther agrees that as part of the consideration for the making of this loan by Beneficiary that should be any part of either of the above referred to notes, then and in the event Beneficiary is granted the payment monies to either or both of said notes as Beneficiary in its sole discretion may elect. Except ne terms of the herein described notes and liens shall remain in full force and effect. appendages, exhibits, erasures, corrections and interlineations, if any, have been made and approved	as her	ein
WITNESS the	signature of Grantor, this 7 TH day of March, 2002		
	John Henry Miller, Jr	-	<del></del>
	Darvell W. Miller		
	DARNELL W. MILLER		

DEED OF	TRUST AND SECURITY AGREEMENT	
Loan No.: 828503 Name: John Henry Miller, Jr.		Page 4
Assn.: FEDERAL LAND BANK ASSOCIATION OF NORT	FH MISSISSIPPI, FLCA	
Borrower's Initials JHM AM	<u> </u>	
STATE OF MISSISSIPPI		
COUNTY OF DESOTO		719
Personally appeared before me, the undersigne	ed authority in and for the said county and s	tate, on this day of
MARCH , 2002, within my jurisdict	ion, the within named	
John Henry Miller, Jr., individually and as manag Farms Partnership	ing partner of Springbranch	
who acknowledged that (he) (she) executed the above	a and foregoing instrument	
(SEAL)	THE ISSUE	
	,	15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
My Commission Expires:	Noracy Public	333
MY COMMISSION EXPIRES SEPT 24, 2003	(Official Capacity)	
	•	
		To You
		PO VYONS 2
This instrument prepared by:		
Cindy Ratcliffe for Federal Land Bank Assn. of No	rth MS. FLCA	
P.O. Box 667; Senatobia, MS 38668 (662) 562-9664		
	·	
STATE OF MISSISSIPPI		
	CERTIFICATE OF CLERK	
I hereby certify that this deed of trust was file		
	on the day of	, on page
of book of the Land Mortgage Records i	n my office.	
Witness my hand and official seal on this	day of :	
	Chancery Clerk	· · · · · · · · · · · · · · · · · · ·
(SEAL)	Ву	D.C
	·	
	AFTER RECORDING RETURN TO:	
	KENNETH & STOCKTON ATTORNEY AT LAW	
	S WEST COMMERCE STREET HERNANDO, MS 38632 (662) 429-3469	
	(662) 429-3469	
STATE OF MISSISSIPPI COUNTY OF DESOTO		
Personally appeared befor	ce m, the undersigned author	rity in and for the
said county and state, on this	7th day of March, 2002, w	ithin my jurisdiction,

the within named DARNELL W. MILLER, individually, who acknowledged that she

signed and executed the above and foregoing instrument

NOTARY PUBLICS

(SEAL)

ADS Form 3023Z (Rev. 06/99)

## BK | 476 PG 035 |

### EXHIBIT "A"

## LEGAL DESCRIPTION OF 241.82 ACRES in DeSoto County FOR John Henry Miller, Jr.

#### TRACT I

JAM

The South 18 acres of that part of the Southeast Quarter of the Northeast Quarter of Section 7 which lies West of Nip and Tuck Creek and South of the Public Road. Less the church and school lot and \(^\text{Less}\) Less the one and one-quarter (\frac{1}{1/4}) acre lot conveyed to Viola Lee by deed in Book 32, Page 323, and being in Township 4, Range 7 West in DeSoto County, Mississippi.

#### TRACT II

The Northeast Quarter of the Southeast Quarter and the south half of the Southeast Quarter of Section 7, Township 4, Range 7 West. LESS AND EXCEPT Beginning at the Southwest corner of the Northwest quarter of the southeast quarter of Section 7; Township 4 South; Range 7 West, said point being the northwest corner of the Miller tract and the southwest corner of the Vincent tract; theuce east 934.0 feet along the south line of the Vincent tract to a point; thence south and parallel to the west line of the southeast quarter of Section 7 a distance of 923.0 feet to a point; thence west 934.0 feet and parallel to the south line of the Vincent tract to a point in the west line of said quarter section; thence north 934.0 feet along the west line of said quarter section line and the east line of Wilco Estates to the point of beginning and containing 20..0 acres, more or less. All bearing are magnetic. LESS AND EXCEPT a 1½ acre lot conveyed to Vilis Ielaidnis, et ux and being described as follows: 1½ acres, more or less in the southeast quarter of Section 7, Township 4, Range 7 described as beginning at an iron pin at the center of the Southeast quarter of said Section 7; thence north 250 feet to the point of beginning of the herein conveyed tract; thence continuing north 200 feet; thence cast 330 feet; thence south 200 feet; thence west 330 feet to the point of beginning. Said property being located in DeSoto County, Mississippi.

#### TRACT III

All of the southwest Quarter of Section 8, Township 4, Range 7 West and all of that portion of land lying south of the public toad known as Love Road as claimed by John Henry Miller, Jr. LESS AND EXCEPT the following described 94.8 acres conveyed to United States of America by deed in Book 30, Page 375; beginning at the intersection of the East right of way line of the Illinois Central Railroad and the South line of the Southwest Quarter of Section 8, Township 4 South, Range 7 West; thence North 24 degrees 20 minutes West 1,345 feet; thence North 22 degrees 00 minutes West 425.00 feet; thence North 17 degrees 50 minutes West 390 feet to a point; thence cast 2,450 feet to a point located on the East line of the Southwest Quarter of Section 8; thence along the East line of the Southwest Quarter of Section 8 as follows: South 01 degree 00 minutes East 1,350 feet; thence South 01 degree 00 minutes East 660 feet to a point located at the Quarter Section corner between Sections 8 and 17; thence West on the south line of Section 8 to the point of beginning LESS AND EXCEPT A 2.0 acre lot as part of the Miller tract in Section 8; Township 4 South; Range 7 West; DeSoto County, Mississippi. Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section 7; Township 4 South; Range 7 West; (the lot will be located in Section 8); thence north 15.0 feet along said quarter section line to a point; thence north 82 degrees 45 minutes east 635.0 feet to the northeast corner of an existing 1.0 acre lot of the Miller tract; thence south 59 degrees 41 minutes cast 944.62 feet to a point in front of the Miller home and the point of beginning of the following lot; thence south 55 degrees 31 minutes west 116.26 feet to an iron pin at the northwest corner of an existing garden; thence south 11 degrees 58 minutes east 177.82 feet to a point; thence north 82 degrees 46 minutes east 341.16 feet to a point; thence north 4 degrees 54 minutes west 293.76 feet to an iron pin at the intersection of an existing wood fence and a 24 inch tree; thence south 69 degrees 21 minutes west 271.86 feet along the south side of an existing gravel driveway to the point of beginning and containing 2.0 acres more or less. All bearings are magnetic. LESS AND EXCEPT a 30 foot wide easement along an existing gravel road (known as Nip and Tuck Road) for ingress and egress from Love Road to the aforedescribed 2.0 acre lot.

## BK 1476PG 0352

### EXHIBIT "A"

# LEGAL DESCRIPTION OF 241.82 ACRES in DeSoto County FOR John Henry Miller, Jr.

LESS AND EXCEPT from the lands located in Sections 7 and 8, Township 4 South, Range 7 west, the following land, to wit:

Tract I: Beginning a the southeast corner of the northwest quarter of the southeast quarter of Section 7; Township 4 South; Range 7 West said point being the southeast corner of the Vincent Tract; thence North 15 feet along the east line of the Vincent tract to a point; thence north 82 degrees 45 minutes east 1,253 feet to the point of beginning of the following lot; thence north 82 degrees 45 minutes east 150 feet to a point, said line extending into Section Eight (8); Township Four (4) South: Range Seven (7) West; thence south 14 degrees 15 minutes east 291 feet to a point; thence south 82 degrees 45 minutes west 150 feet to a point, said line extending into Section Seven (7) of the said township and range; thence north 14 degrees 15 minutes west 291 feet to the point of beginning and containing 1.0 acres more or less. All bearings are magnetic.

Tract II: Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section Seven (7); Township Four (4) South; Range Seven (7) West; said point being the southeast corner of the Vincent tract; thence north 15 feet along the east line of the Vincent tract to a point; thence north 82 degrees 45 minutes east 200 feet to the point of beginning of the following lot: thence north 82 degrees 45 minutes east 200 feet to a point; thence south 5 degrees 24 minutes east 218 feet along an existing fence to a point; thence south 82 degrees 45 minutes west 200 feet to a point; thence north 5 degrees 24 minutes west 218 feet to the point of beginning and containing 1.0 acres more or less. All bearings are magnetic. Included also is a 30-foot road easement, said easement to be exercised on and over the current gravel road existing, from Love Road to the driveway on the North side of the two (2) lots hereinabove described and a thirty (30) foot casement on the north side of the two (2) lots, said easement to be exercised on and over the current driveway. The easements are for the purpose of ingress and egress from Love Road to the two (2) lots herein described.

#### TRACT IV

60 Acres in Section 13, Township 4, Range 8 West and Section 18, Township 4, Range 7 West, described as beginning at a point in the East right of way of U. S. Highway 51 opposite Station 316 and 19.8 in Section 13, Township 4, Range 8 West, said point being the Southwest corner of the tract this day conveyed to John Henry Miller; thence North 89 degrees, 10 minutes East 5,099.3 feet to a point in Section 18, Township 4, Range 7 West; thence South 518.7 feet to a point; thence South 89 degrees 10 minutes West 4,977.9 feet to a point in the East right of way of said highway; thence northwesterly along said right of way 532.7 feet to the point of beginning and containing 60.0 acres, more or less, as shown by the survey of J. E. Lauderdale, C.E., together with the right and easement for ingress and egress purposes over that certain roadway entering into the above described property across other lands belonging to the Grantors.

#### INDEXING INSTRUCTION:

Tract I:

N/E 1/4 of Section 7, Township 4, Range 7

Tract II;

S/E 1/4 of Section 7, Township 4, Range 7

Tract III:

SW 1/4 of Section 8, Township 4, Range 7

TRACT IV:

Part SE 1/4 of Section 13, Township 4 South, Range 8 West

Part SW 1/4 and SE 1/4, Section 18, Township 4 South, Range 7 West

3/7/07 Date John Henry Miller, Ir. Daruell W. Miller

2001-134